

## SECTION 01600

### SUPPLEMENTAL GENERAL CONDITIONS

#### 1. THE GENERAL CONDITIONS:

The General Conditions shall apply to all work in this Contract, except as otherwise specified in the Special Conditions. Requirements of the Special Conditions supersede those of the General Conditions.

#### 2. DIFFERING SITE CONDITIONS:

The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of: 1) subsurface or latent physical conditions differing materially from those indicated in the Contract, or 2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

#### 3. ADJUSTMENT OF DISCREPANCIES:

In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before construction is started, the matter shall be submitted to the engineer for clarification. Without such a decision, discrepancies shall be adjusted by the Contractor, who shall bear all of the extra expense involved.

4. The Contractor shall take all necessary precautions to protect existing structures, curbs, sidewalks, etc. from damage due to heavy construction traffic or equipment. The Contractor shall repair all items damaged during the construction at no additional cost to the Owner.

5. The Contractor shall protect freshly placed concrete from vandalism or other damage.

6. Items that are to be reset (i.e., sidewalks, steps, fence, etc.) shall be done so using original patterns and materials only. In the event of breakage of materials, only materials that are approved in writing by the Construction Inspector may be used by the Contractor as replacements. The cost of replacement materials

shall be paid for by the Contractor.

7. All new manholes shall be pre-cast concrete as shown on detail sheet.

8. Should any damage to existing trees, shrubs, etc., that are called to be replanted on the plans occur in the opinion of the Owner, the Contractor shall either repair the damage (if possible) or provide new trees, shrubs, etc., of the same type at no additional cost to the Owner.

9. Under the tree removal provision of the contract, trees less than 8" in diameter will be removed under the Grading (Lump Sum) portion of the Bid Schedule. For trees larger than 8", payment for removal (stump included) will be paid under the appropriate pay item in the Clearing portion of the Bid Schedule.

10. The Contractor shall comply with all local, state, and federal regulations as they pertain to construction activities (erosion control, etc.)

12. The owner reserves the right to switch from seed to sod.

13. Insure that existing water main/laterals are not damaged during construction. Any damage must be repaired and paid by the Contractor.